

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460



OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

November 20, 2013:

MODIFICATION 1 TO EPA RFQ-DC-14-00012:

The following changes are made under Mod 1:

1. The term 'tasks' have been replaced by 'Performance Objectives' in relation to the PWS requirements.
2. The term 'contract' has been replaced by 'task order' to reflect the correct terminology under a FSS procurement.
3. The due date of quotes has been extended from Wednesday, 12/04/13 to Wednesday, 12/11/13.
4. The number of past performance references required for this RFQ is three (3). The language on Section 2.2.2 has been revised for clarity.
5. The language on page 11 under Performance Objective 1, "Perform and task level program management" has been deleted and replaced by "Perform objective level program management."
6. The language on pages 11 and 12 have been edited to delete "Windows Server Administration" from the list of recommended qualifications.
7. The quote submission instructions have been amended to provide vendors the option to submit one (1) hardcopy and one (1) CD copy of their technical and price quote to EPA. The maximum file size that EPA can accept via email is 25MB. If the vendor's quote exceeds this file size, please see further information on page 5 of this RFQ for a shipping address. Regardless of the method of submission, all quotes are due Wednesday, December 11, 2013 at 3pm EST.
8. Attachment 2 titled, "PRISM Logical" has been included as a reference document under this RFQ.
9. Attachment 3 titled, "OPP Server List" has been included as a reference document under this RFQ.

October 31, 2013

Dear GSA 8(a) STARS II GWAC NAICS CODE 541513 Functional Area 3 (FA3) Constellation
1 Contractor:

The U.S. Environmental Protection Agency requests that you submit a quote for the award of an order under **GSA's 8(a) STARS GWAC II** for the Office of Pesticides requirement for Information Systems Infrastructure Operations, Software Maintenance & Development, and Website Management services. This requirement is listed under **EPA RFQ-DC-14-00012**.

Please submit Technical Plans that demonstrate your understanding and ability to perform the technical requirements. **Price information shall be submitted separately.** All technical information the Vendor wishes to be evaluated shall be included in the technical plan.

EPA is looking for tangible statements of how you will accomplish the tasks. Quotes shall be sufficiently complete to demonstrate the manner in which the Vendor can meet the applicable requirements of the Statement of Work. Brochures or other promotional information are not desired. Data previously submitted, or presumed to be known. (i.e., information from capability statements) will not be considered as part of the quote unless the Vendor provides data in the quote.

All GSA 8(a) STARS II GWAC FA3 Constellation 1 Holders shall identify their GSA Contract number for all services and products offered. In accordance with FAR 8.404(d), award of this task order will be made to the GSA 8(a) STARS II GWAC FA3 Holder that offers the best value to the Government. For this requirement, all evaluation criteria other than price, when combined, are significantly more important than price.

Finally, please submit a price quote that is time and materials for all tasks. GSA 8(a) STARS II GWAC FA3 Holders shall submit pricing information that maps offered pricing to the GSA 8(a) STARS II GWAC. Vendors are strongly encouraged to discount their GSA schedule rates for the quotes.

The estimated period of performance is one base year and four option periods. The estimated start date is April of 2014.

If you have questions regarding this requirement, submit your inquiries via email to: Marisol Ventura, U.S. EPA Contracting Officer at ventura.marisol@epa.gov **Questions are due no later than Tuesday, November 12, 2013, at 3:00 p.m. Eastern Standard Time (EST).**

All quotes (technical and price) shall be submitted by ~~Wednesday, December 4, 2013~~ at 3:00pm EST to Marisol Ventura, U.S. EPA Contracting Officer via email to ventura.marisol@epa.gov under RFQ -DC-14-00012. Please see quote instructions on page 4 for further information regarding the submission of quotes.

Regards,

Marisol Ventura
Contracting Officer
U.S. Environmental Protection Agency

Note: Applicable Clauses and terms and conditions of the appropriate GSA Schedule will be incorporated by reference, by citing the applicable GSA Schedule number in the resulting award document, but the U.S. EPA has included additional provisions and clauses that are unique to this Agency that must be included to supplement Agency specified terms and conditions.

(Signature of Person Authorized to Sign the Quote)

DATE

(Printed or Typed Name of Above Person)

Company Tax Identification Number

Business Size

Payment Discount Terms or Net 30 Days

Table of Contents

Section 1 - Technical Evaluation Criteria (Page 1)

Section 2 - Instructions for the Preparation and Submission of Quotes (Page 4)

Section 3 - Price Quotation Instructions (Page 14)

Section 4 – Provisions/Clauses (Page 16)

Attachment 1 – PWS for OPP's Information Systems Infrastructure Operations, Software Maintenance & Development, and Website Management Services.

SECTION 1- TECHNICAL EVALUATION CRITERIA

This procurement is being conducted using the GSA 8(a) STARS II Government Wide Acquisition Contract (GWAC) under Functional Area 3, Computers Facility Management Services, Constellation 1. The Government will award the Task Order based upon best value methodology using the following evaluation criteria with FAR Part 8 and Part 13. For this requirement, all evaluation criteria other than cost or price, when combined are significantly more important than price. Written quotations will be evaluated against the evaluation criteria listed below. The evaluation criteria are as follows:

1 – Technical Approach (40%)

Each Vendor will be evaluated on their demonstration of their technical ability to perform all thirty performance objectives listed in the Statement of Work (SOW). EPA is looking for tangible statements of the Vendor's proposed technical approach and methodologies for accomplishing the requirements of each of the tasks. The Vendor will also be evaluated on their demonstration of the quality control and quality assurance methods, as well as their compliance with Section 508 requirements.

2 –Past Performance (10%)

Each Vendor will be evaluated on performance under existing and prior contracts in projects of similar size, scope, complexity and results.

The evaluation will be based on information obtained from three references provided by the Vendor and other relevant past performance information obtained from other sources known to the Government, such as PPIRS.

Please note that if a Vendor has no relevant past performance history, a Vendor must affirmatively state that it possesses no relevant past performance history. Vendors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

3 –Corporate Experience(10%)

Each Vendor will be evaluated on its demonstrated corporate experience under existing and prior contracts performance in projects of similar size, scope, complexity and results. The contractor will be evaluated on their demonstrated corporate experience with the following technologies and/or practices:

1. Enterprise Content Management
2. GOTS/COTS products

3. New public-facing websites
4. Configuration Management practices
5. Quality Assurance practices
6. Alpha, Beta, and Regression Testing practices
7. Any statistics or metrics available regarding “re-work” the Vendor has had to perform
8. Types of audits that are performed and how often

4- Management Approach (20%)

Each Vendor’s Management Plan will be evaluated on its quality and the extent to which it:

- (1) Addresses the planning, implementation, reporting, customer communications, and other elements of managing the task order.
- (2) Provides a clear and complete schedule of task order milestones and deliverables.
- (3) Proposes sound performance measures and Quality Assurance Plan.
- (4) Demonstrates the Vendor’s management structure (including rationale) for the task order as a whole, including managing the separate tasks and their interrelationships.
- (5) Addresses any potential Conflict of Interest (COI) issues that may arise under the performance of this task order with the submission of a COI Mitigation Plan. Please see the instructions on the minimum standards to be addressed in the COI plan on page 10, section 2.2.4

5 – Staffing Approach (20%)

Each Vendor’s Staffing Approach will be evaluated on the qualifications of their proposed personnel (both key personnel and team members), their intended role in this effort, as well as their skills and ability to provide the requested services and support required under the task order. Also, the Vendor will be evaluated on the extent to which the proposed staff has demonstrated experience with projects of similar size, scope, complexity and results. Also, the Vendor will be evaluated on the appropriateness of suggested personnel to accomplish the project requirements. For the purpose of the evaluation criteria, where applicable, single individuals are allowed to possess multiple qualifications and certifications to fulfill the skill set requirements requested.

Each quote submitted shall be reviewed, evaluated, and rated in accordance with the above five Technical Evaluation Criteria, according to the following matrix:

Value	Descriptive statement
0	The factor is not addressed, or is totally deficient and without merit.
1	The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the quote, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the technical evaluation team about the Vendor's ability to perform the required work.
2	Information related to the factor is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The technical evaluation team believes there is question as to whether the Vendor would be able to perform satisfactorily.
3	The response to the factor is adequate. Overall, it meets the specifications and requirements, such that the technical evaluation team believes that the Vendor could perform to meet the Government's minimum requirements.
4	The response to the factor is good with some superior features. Information provided is generally clear, and the demonstrated ability to accomplish the technical requirements is acceptable with the possibility of more than adequate performance.
5	The response to the factor is superior in most features.

SECTION 2- INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF QUOTES

This Request for Quote is for the Office of Pesticides requirement for Information Systems Infrastructure Operations, Software Maintenance & Development, and Website Management services.

Please note that any questions regarding this requirement shall be submitted via email to: Marisol Ventura, U.S. EPA Contracting Officer at ventura.marisol@epa.gov. **Questions are due no later Tuesday, November 12, 2013, at 3 p.m. EST.**

All quotes (technical and price) shall be submitted by **Wednesday, December 11, 2013 at 3:00pm EST** to Marisol Ventura, U.S. EPA Contracting Officer via email at ventura.marisol@epa.gov under RFQ-DC-14-00012, only if the technical and price quotes do not exceed a file size of 25MB.

If the file size exceeds 25MB, vendors shall submit one (1) hardcopy and one (1) CD copy of their technical and price quotes referencing RFQ-DC-14-00012 to the following address in accordance with the mail submission method:

HQ U.S. Postal Service Mailing Address

Environmental Protection Agency
Bid and Proposal Room, Ariel Rios Building (3802R)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

HQ Commercial Carrier or Hand Carried Address

Environmental Protection Agency
Bid and Proposal Room, Room #61107
Ronald Reagan Building, 6th Floor (3802R)
1300 Pennsylvania Ave, N.W.
Washington, DC 20004

2.1 GENERAL INSTRUCTIONS

QUOTES shall be prepared using the following guidance:

2.1.1 Length – There is a page limit of 150 pages (maximum of seventy-five pages double sided) for the technical quote submission, exclusive of resumes, graphs, table of contents, charts and other supporting attachments etc. Vendors are strongly urged to be as succinct, clear and concise as possible in writing the quote. This page limitation does not apply to the price quote; there is no page limitation for the price quote portion.

2.1.2. Prohibition of Cost Data - All costs or pricing details must be omitted from the technical portion of the quote. Unpriced details on labor source, material, travel, and other direct costs shall be presented using exhibits and formats that will facilitate a comparison with the associated costs in your cost quote.

2.1.3. Exceptions - Any exceptions or conditional assumptions taken with respect to the requirements of this RFQ shall be fully explained.

2.2 SPECIFIC INSTRUCTIONS

The following sections give additional specific details on the required composition of each section of the quote.

2.2.1 Technical Approach: The Technical Approach shall demonstrate creativity, practicality, and offer concrete ideas for how to further Office of Pesticide Program (OPP) goals. The Vendor shall present an understanding of the OPP's mission and challenges, scope of work, and purpose of the project to demonstrate an understanding of the requirements from a technical standpoint. Each of the ~~tasks~~ Performance Objectives should be addressed separately with a complete discussion of the issues that shows a detailed understanding of the requirements, as well as the proposed approach to meet these requirements listed in the PWS. The methodology should describe steps required and how the contractor will ensure that deadlines will be met. Quotes must demonstrate the ability to prepare clear, concise, organized, and informative written materials. Vendors shall not simply reiterate or rephrase the statement of work areas. Brochures or other promotional information are not desired. Data previously submitted, or presumed to be known. (i.e., information from capability statements) will not be considered as part of the quote unless the Vendor provides data in the quote.

2.2.2 Past Performance - "Past Performance" is a past contractual effort that the Vendor has performed that demonstrates the Vendor's ability to successfully complete all of the service requirements discussed in the RFQ.

The past performance shall demonstrate the contractor's background experience with similar work conducted with projects of a similar size and magnitude. Vendors shall identify ~~at least~~ three (3) projects that demonstrate successful completion of such services listed in the PWS, and, for all projects, the dollar value of the work relevant to the project. Government or commercial projects are acceptable. Projects shall have been completed within three (3) years of the date of offer submission; or, if the project is ongoing, a substantial amount of the work shall have been performed by the date of offer submission.

For each project, the Vendor shall provide a narrative account of the work performed and include the following elements:

- Summary of the project as a whole (background, purpose, etc.).
- Detailed description of work performed and results achieved.
- Methodology, tools, and/or processes utilized in performing the work.
- Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

- Project schedule, i.e. major milestones, tasks, and/or deliverables, including an explanation of any delays.
- Problems encountered and corrective actions taken.
- How the work performed is similar in scope and complexity to that described in the PWS.
- Demonstration of specific experience and qualifications as required.
- Company/Agency Name, address, phone number
- Point of contact for the project
- Email address of the point of contact
- Project performance period
- Dollar value of the entire project
- Dollar value of relevant work
- Name of project/contract number
- Specify, by name, any key personnel who participated in this contract and are proposed to support the work resulting from this RFQ. Please indicate their contractual role for the contract.

EPA reserves the right to contact the three project references as part of its evaluation, as well as collect past performance information from the government resource, PPIRS.

2.2.3 Corporate Experience: The Vendor shall include a detailed description of the demonstrated and documented experience of their corporate experience working with projects of similar size, scope, and dollar value.

The contractor shall also demonstrate their experience on the following technologies/practices when responding to the section of Corporate Experience:

(1) Enterprise Content Management:

The contractor must have several years of Enterprise Content Management (ECM) technology experience with end-to-end ECM solution consulting and implementation strategies for medium and large scale ECM projects. The contractor must be a skilled System Integrator and Service Provider with a stellar track record in the ECM arena. The contractor must demonstrate their ability develop a cohesive strategy for content: capturing, rendering, protecting, managing, and archiving digital information assets.

The contractor must have experience using EMC's Documentum product suite versions 5.x through 7.3. Some of the required product suite experience shall be with: xCelerated Composition Platform (xCP), Documentum Query Language (DQL), Documentum Foundation Classes (DFC), Web Development Kit (WDK) and Documentum Foundation Services (DFS). Part of the Contractors core competences shall include Java, J2ee, and .Net technology.

The contractor must demonstrate their ability to migrate Documentum minor and major repository releases with no customer down time while the transition takes place. Maintaining certified Documentum development and Admin staff with a minim of 5 years of experience is part of the requirement for this contract.

- (2) Any new GOTS/COTS products the company is responsible for
 - a. What technologies were used to develop the product?
 - b. How long has the system been in commission?
 - c. What major challenges did they overcome to accomplish their goal?
 - d. How did they overcome the major challenges?
- (3) Any new public-facing web sites or products the company is responsible for
 - a. What technologies were used to develop the product?
 - b. How long has the system been in commission?
 - c. What major challenges did they overcome to accomplish their goal?
 - d. How did they overcome the major challenges?
- (4) If applicable, how does their Configuration Management practices satisfy their CMMI level certification? *Please note that a response stating 'N/A' will not negatively impact a vendor's rating under this section.
- (5) If applicable, how does their Quality Assurance practices satisfy their CMMI level certification? *Please note that a response stating 'N/A' will not negatively impact a vendor's rating under this section.
- (6) If applicable, how does their Alpha, Beta, and Regression Testing practices satisfy their CMMI level certification? *Please note that a response stating 'N/A' will not negatively impact a vendor's rating under this section.
- (7) Are there any statistics or metrics available regarding "re-work" the company had to perform?
- (8) What types of audits are performed and how often?

2.2.4 Management Approach: The Vendor shall include a detailed description of their proposed management approach for planning, implementing, reporting, and communicating with customers on relative similar projects similar to scope, size, and dollar value. The management approach should include a schedule of task order milestones and deliverables. It shall also include a proposed management structure for not only the task order as a whole, but also a plan that incorporates managing the separate tasks Performance Objectives and their interrelationships. The Vendor's approach shall include a plan to meet the indicated performance objectives as stated in the SOW, along with a detailed Quality Assurance Plan. Lastly, the Vendor is required to submit a COI plan; please see the minimum standards that are to be addressed in the COI plan below:

MINIMUM STANDARDS FOR EPA CONTRACTORS' **CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual

and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in

progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' TDD certification within 20 days of receipt of the work from EPA.

NOTE: TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts.

2.2.5 Staffing Approach: The Vendor shall include a detailed description of the demonstrated and documented experience for all staff proposed, including subcontractors and consultants. The proposed staffing plan should include proposed staff, their roles and responsibilities. Resumes of staff shall reflect the length and variety of experience in similar ~~tasks~~ Performance Objectives and clearly demonstrate relevant training and experience.

Also, Vendors are required to state in this section if subcontractors or team arrangements are being proposed and provide information on those companies.

Vendors shall submit one (1) resume for the following Key Personnel who will be assigned to this project: ~~Project~~ Program Manager. Vendors should provide one (1) resume per all other proposed personnel, such as Team Members.

The ~~Project~~ Program Manager's resume shall reflect their experience and ability to coordinate and manage the contract requirements. The ~~Project~~ Program Manager shall have a Bachelor's degree in a field related to the duties required, be PMP certified and a minimum of five (5) years experience in project management. Under this task order, the ~~Project~~ Program Manager will be considered Key Personnel.

Resumes shall include memberships, professional licenses, accreditations, and years of experience, education, and description of experience in providing services similar in scope to this project.

Vendors shall indicate which of the proposed candidates are employees of the Vendor's company, which are proposed new hires, and which are to be provided through subcontractors or consultants. Resumes of people not currently employed by the Vendor shall include a signed letter of commitment which is dated as close as possible to the closing date of the RFQ.

The EPA is highly recommending that the proposed staff have the following qualifications:

SAN Administrator

SAN administrator should have relevant experience with the following:

- (1) LUN creation, modification, allocation and maintenance
- (2) Monitoring of SAN processes and health
- (3) Troubleshooting SAN issues
- (4) Connecting, configuring and maintaining Fibre Channel and iSCSI fabric networks, switches and cabling.

VMware Administrator

VMware Administrator should be VMware Certified Professional 5 - Data Center Virtualization (VCP5-DCV) and have relevant experience with the following:

- (1) Creation, cloning, deploying, managing and monitoring of virtual hosts and servers in the VMware environment.
- (1) Troubleshooting and providing workload balancing of virtual hosts and servers in the VMware environment.
- (2) Patching upgrading and performing monthly maintenance of virtual hosts and servers.

Windows Server Administrator

Windows Server Administrator should have Microsoft MSCSE certification and have relevant experience with the following:

- (1) Active Directory Management
- (2) Creating and configuring server objects

(3) Maintaining user groups and modifying User rights

- (1) Installing, configuring, maintaining and monitoring Microsoft Windows 2003/2008 servers
- (2) Installing and configuring Agency and Office specific software
- (3) Applying patches, installing and monitoring of malware and virus protection software and installing software updates and upgrades.

~~Windows Server Administration~~

- ~~(1) Installing, configuring, maintaining and monitoring Microsoft Windows 2003/2008 servers~~
- ~~(2) Installing and configuring Agency and Office specific software~~
- ~~(3) Applying patches, installing and monitoring of malware and virus protection software and installing software updates and upgrades.~~

Red Hat Linux (RHEL) Server Administrator

RHEL Administrator should have RHEL 5.x certification and have relevant experience with the following:

- (1) Installing, configuring, maintaining and monitoring RHEL 5.x servers
- (2) Installing and configuring Agency and Office specific software
- (3) Applying patches, installing and monitoring of malware and virus protection software and installing software updates and upgrades.

Oracle Database Administrator

Oracle Database Administrator should have Oracle 11g DBA certification and have relevant experience with the following:

- (1) Installing, configuring, maintaining and monitoring Oracle databases
- (2) Installing and configuring Agency and Office specific Oracle applications and databases and schemas.
- (3) Applying patches and installing software updates and upgrades.

Oracle WebLogic Administrator

Oracle WebLogic Administrator should have Oracle 11g WebLogic certification and have relevant experience with the following:

- (1) Installing, configuring, maintaining and monitoring Oracle WebLogic applications
- (2) Applying patches and installing software updates and upgrades.

SQL Server Database Administrator

SQL Server Database Administrator should have SQL DBA certification and have relevant experience with the following:

- (1) Installing, configuring, maintaining and monitoring SQL databases

- (2) Installing and configuring Agency and Office specific SQL applications and databases and schemas.
- (3) Applying patches and installing software updates and upgrades.

Lotus Notes/Domino Administrator

Domino Administrator should have relevant experience with Domino server administration and the following:

- (1) Installing, configuring, maintaining and monitoring Domino servers
- (2) Installing, maintaining and configuring Agency and Office specific Lotus Notes applications and databases.
- (3) Applying patches and installing software updates and upgrades.

Lotus Enterprise Integrator (LEI) Administrator

LEI Administrator should have relevant experience with LEI server administration and the following:

- (1) Installing, configuring, maintaining and monitoring the OPP LEI server and associated work tasks
- (2) Applying patches and installing software updates and upgrades.

Business Objects Administrator

Business Objects Administrator should have relevant experience with Business Objects server administration and the following:

- (1) Installing, configuring, maintaining and monitoring the Business Objects server and associated work tasks
- (2) Applying patches and installing software updates and upgrades.

VEEAM/Backup Exec/Acronis Administrator

VEEAM/Backup Exec/Acronis Administrator should have relevant experience with VEEAM/Backup Exec/Acronis server administration and the following:

- (1) Installing, configuring, maintaining and monitoring VEEAM/Backup Exec/Acronis server and associated work tasks
- (2) Applying patches and installing software updates and upgrades.

SharePoint Administrator

SharePoint Administrator should have relevant experience with SharePoint server administration and the following:

- (1) Installing, configuring, maintaining and monitoring SharePoint server and associated work tasks
- (2) Applying patches and installing software updates and upgrades.

Documentum Administrator

Documentum Administrator should have relevant experience with Documentum server administration and the following:

- (1) Installing, configuring, maintaining and monitoring Documentum server and associated work tasks
- (2) Applying patches and installing software updates and upgrades.

SECTION 3- PRICE QUOTATION INSTRUCTIONS

Submit a Price Quotation with the following elements in the price quotation for each ~~contract~~ task order year:

- ☐ Fixed Labor Rate in accordance with their GSA 8(a) STARS II GWAC schedule rates for all labor categories, which includes Key personnel and all other proposed staff.
- ☐ A description of labor categories proposed.
- ☐ Estimated Level of Effort per ~~task~~ Performance Objective, per labor category.
- ☐ Travel costs, if applicable.
- ☐ ODCs, if applicable.
- ☐ Price summary per ~~contract~~ task order year.
- ☐ Total price summary for all five ~~contract~~ task order years.
- ☐ Pricing for each of the thirty Performance Objectives listed in the PWS, for each ~~contract~~ task order year, including both mandatory and optional Performance Objectives.

*Please note that it is the unilateral right of the Government to exercise the optional Performance Objectives during the life of this task order.

Per FAR 52.219-14, Limitations on Subcontracting Vendors shall indicate in their price quote that they are performing at least 51% of the effort when working with a subcontractor or under a teaming arrangement.

Vendors are strongly encouraged to provide discounts to their GSA schedule rates when submitting a quote. If providing a discount, please provide the total dollar discount.

The format below is preferred and is to be tailored to include all required information as stated above; however, the format can be modified accordingly.

Performance Objective	Labor Category	Labor Category Description	Estimated Hours	Fixed Labor Rate	Subtotal
#1 –Program Management					
				Sub Total	
#2 –SAN Administration					
				Sub Total	
#3- VMWare Administration					
				Sub Total	
#4-Windows Server Administration					
				Sub Total	
ETC for all Remaining Performing Objectives					
				Total Base Period	
				Travel	\$XX
				ODCs	\$XX
			Base Period	Total Labor + ODCS	\$XX

SECTION 4 - PROVISIONS/ CLAUSES

8(a) STARS II GWAC Clauses

All of the clauses that pertain to the GSA 8(a) STARS II GWAC for time and materials orders will apply to this task order.

EPA-SPECIFIC TERMS AND CONDITIONS

In addition to the terms and conditions of the Vendor's GSA Schedule contract, the following additional terms and conditions apply to this EPA RFQ, in accordance with FAR 8.404(b), some by reference, some in full text. Full text of EPAAR clauses and provisions may be found as Chapter 15 at:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

CONFLICT OF INTEREST

Any contractor (or member of its team (and/or subcontractor)) having a conflict of interest as defined under FAR Part 9.5 must identify the conflict as soon as it is known and provide a recommended mitigation plan. Mitigation plans are required whenever a competing contractor has had unequal access to non-public information regarding the EPA requirement and/or competition, or has assisted the Government in defining the EPA requirements or evaluation criteria. All Vendors shall identify all contracts that they are currently performing for EPA (including all bureaus). Explain whether the continuing performance of those contract along with this contract will or will not present either an apparent or actual organizational conflict of interest (OCI). Further, if a conflict is identified, proposers must outline a proposed mitigation plan to resolve any actual or apparent OCI include in their quote identification of all their EPA contract employees and explain how and Organizational Conflict of Interest does not apply or how it will be mitigated.

Representations, Certifications, and their statements of Vendors or respondents

1552.209-70 Organizational conflict of interest notification.

Organizational Conflict of Interest Notification (APR 1984)

- (a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.
- (b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

1552.209-72 Organizational conflict of interest certification.

Organizational Conflict of Interest Certification (APR 1984)

The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Vendor is aware of information bearing on whether a potential conflict may exist, the Vendor shall provide a disclosure statement describing this information.

POST AWARD COI CLAUSES

1552.209-71 Organizational conflicts of interest (MAY 1994)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to

avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as (e)

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

1552.209-73 Notification of conflicts of interest regarding personnel.

(a) In addition to the requirements of the contract clause entitled “Organizational Conflicts of Interest,” the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

1552.209-75 Annual certification.

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

1552. 235-76 Treatment of Confidential Business Information (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

1552.235-79 Release of contractor confidential business information (APR 1996).

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

1552.235-80 Access to Confidential Business Information (OCT 2000)

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

EPAAR CLAUSES --

NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000- 000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- (d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

EPAAR 1552.211-72 Monthly Progress Reports (JUN 1996)

- (a) The Contractor shall furnish 1 electronic copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. copies	Addressees
1	Project Officer
1	Alternate Project Officer
1	Contracting Officer

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (OCT 2000)

(a) **Definition.** Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) **General.** The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about

the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) *Printed Documents.* Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) *Electronic Access.* Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

EPAAR 1552.216-73 Fixed Rates for Services—Indefinite Delivery/Indefinite Quantity Contract (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contact: **TBD**

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

EPAAR 1552.217-75 Option to Extend the Effective Period of the Contract—Time and Materials or Labor Hour contract (APR 1984)

- (a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.
- (b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$ TBD for the first option period and a new and separate ceiling price of \$ TBD for the second option period.
- (c) The "Effective Period of the Contract" clause will be modified to cover a base period from TBD to TBD and option periods from TBD to TBD and TBD to TBD .

EPAAR 1552.232-70 Submission of Invoices (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block tbd on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).
- (4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.
- (d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request. Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element

shall include the appropriate supporting schedules identified in the invoice preparation instructions.

EPAAR 1552.232-73 Payments—Fixed-Rate Services Contract (OCT 2000)

Payments—Fixed-Rate Services Contract The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.* (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials, other direct costs, and subcontracts.* (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual

payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) *Contracting Officer notification.* For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) *Maximum amount.* The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the

maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

1552.235-73 Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (APR 1996).

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

1552.235-77 Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information (DEC 1997).

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

EPAAR 1552.237-71 Technical Direction (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be

taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

EPAAR 1552.237-72 – Key Personnel

(a) The Contractor shall assign to the contract the following key personnel:

TBD

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

The letter of commitment can be a brief signed and dated document from each key personnel, in which they state their commitment to this position for a minimum of 90 days of performance. Please note, this letter of commitment is to be submitted with a Contractor's technical and cost quote.

EPAAR 1552.237-76 Government-Contractor Relations (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.* (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 days (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity

of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 days (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

EPAAR 1552.245-70 Government Property

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under

EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. *Inventories of Government Property.* The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the

contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) *EPA.* Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) *DCMA.* If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of

shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element —In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

EPAAR 1552.245-71 Government-furnished data

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the

Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

The contractor will be supplied Government Furnished Data consisting of information on pesticide products and related information required in the pesticide regulatory process. This data will include but not be limited to data on pesticide products such as compositions, product names, and use information; regulatory tracking information; and scientific information on the hazards and risks of pesticides products and ingredients. Data may be in both structured or unstructured form (e.g. documents). Some of this data is considered FIFRA Confidential Business Information (CBI) and will require the contractor to be FIFRA CBI cleared prior to access.

FAR CLAUSES

FAR 52.216-1 TYPE OF CONTRACT

The Government contemplates award of a time and material task order under GSA's 8(a) STARS II GWAC.

FAR 52.217-8 OPTION TO EXTEND SERVICES (FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

The following Provisions/Clauses will apply to this requirement and are being incorporated by reference. For the full text please visit <https://www.acquisition.gov/far/loadmainre.html>

FAR 52.204-9 Personal Identity Verification of Contractor Personnel
FAR 52.212-4 Contract Terms and Conditions- Commercial Items, Alternate I
FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Order – Commercial Items (NOV 2011)
FAR 52.219-13 Notice of Set-Aside of Orders
FAR 52.219-14 Limitation on Subcontracting
FAR 52.227-14 Rights in Data – General
FAR 52.227-14 Rights in Data – Alternate III
FAR 52.227-17 Rights in Data – Special Works
FAR 52.227-19 Commercial Computer Software License
FAR 52.217-5 Evaluation of Options
EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster.
EPAAR 1552.208-70 Printing.
EPAAR 1552.211-70 Reports of work.
EPAAR 1552.237-75 Paperwork Reduction Act.
EPAAR 1552.239-70 Rehabilitation act notice.
EPAAR 1552.242-71 CPARS

End of Document

